

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

In re

Gumba Investors, LLC

Case No. 2009-40571

Debtor(s).

AMENDMENT COVER SHEET

Amendment(s) to the following petition, list(s), schedule(s), or statement(s) are attached hereto:

- ☐ Petition
☐ Creditor Matrix
☒ List of 20 Largest Unsecured Creditors
☒ Schedules (check appropriate boxes). See Instruction #4 below.
☒ A ☐ B ☐ C ☒ D ☐ E ☐ F ☐ G ☐ H ☐ I ☐ J
☒ Summary of Schedules (includes Statistical Summary of Certain Liabilities and Related Data)
REQUIRED IF AMENDING SCHEDULE(S) A, B, D, E, F, I, OR J.
- ☐ Statement of Financial Affairs
☐ Statement of Intention
☐ List of Equity Security Holders

Purpose of amendment (check one):

- ☒ To add pre-petition creditors, change amounts owed or classification of debt (\$26.00 fee required, provided the bankruptcy judge may, for good cause, waive the charge in any case.) **NOTE:** Lists, schedules and statements that add or change more than 10 creditors should be accompanied by an amended matrix listing only the creditors added or changed.
☐ No pre-petition creditors were added, or amounts owed or classifications of debt changed.

NOTICE OF AMENDMENT TO AFFECTED PARTIES

Pursuant to Federal Rule of Bankruptcy Procedure 1009(a), I certify that notice of the filing of the amendment(s) checked above has been given this date to the Trustee in this case, and to any and all entities affected by the amendment, together with a copy of the notice of meeting of creditors, the discharge (if one has been entered), a subsequent notice to file claims (if one has been issued), and any other document affecting the rights of the added creditors. (**NOTE:** Proof of service, indicating that service has been made, must be filed with the Court.)

Dated: Nov 9, 2009

Attorney's [or Pro Se Debtor's] Signature:

Printed Name:

Mailing Address:

 J.D. Pink
DECLARATION BY DEBTOR

I(We), the undersigned debtor(s), hereby declare under penalty of perjury that the information set forth in the amendment(s) attached hereto, consisting of 7 pages, is true and correct to the best of my(our) information and belief.

Dated: Nov-9-09

Dated:

Debtor's Signature

Joint Debtor's Signature

INSTRUCTIONS

- Use this cover sheet **ONLY** when filing amended petitions, lists, schedules and statements. **Do not use an amendment cover sheet when submitting amended plans or amendments to plans.**
- Include the word "Amended" in the title of each amended document.
- Amendments to property schedules (A and B), creditor schedules (D, E, and F), or income/expenses schedules (I and J) must be accompanied by an amended Summary of Schedules. Updates to the schedule totals will not be made unless the summary is filed.
- Amendments to add creditors or change their names/addresses must consist of the amended schedule(s) with a notation to the right of the creditor entry of "A" if the creditor is being added or "C" if it is being changed. **Failure to include "A" and "C" notations on amended schedules may result in duplicate or multiple listings on master mailing lists.**
- Amendments which add or change more than 10 creditors must be accompanied by a separately filed amended matrix containing **ONLY** the additions/changes so that the creditors may be downloaded into the case. The matrix must not contain the "A" or "C" notations.
- When e-filing an amended matrix, you must submit two separate files: a PDF file containing the amendment cover sheet for the matrix, and a text file containing the creditors in the standard master address list format. These two files must be uploaded together.
- Federal Rule of Bankruptcy Procedure 1009 requires the debtor to give notice of an amendment to the trustee and to any entity affected thereby. **Notice of the amendment WILL NOT be given by the Clerk's Office.** To comply with this requirement, the debtor's attorney or Pro Se debtor must give notice to the trustee and any entity affected by the amendment by serving all previous court notices including, but not limited to, the notice of meeting of creditors, discharge of debtor, etc. A proof of service, indicating that service has been made, must be filed with the court.
- Checks and money orders should be payable to "Clerk, U.S. Bankruptcy Court." (**NOTE: No personal checks will be accepted.**)

United States Bankruptcy Court
Eastern District of California

IN RE:

Case No. 2009-40571

Gumba Investors, LLC

Chapter 11

Debtor(s)

AMENDED LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

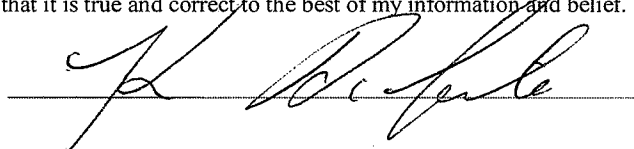
(1)	(2)	(3)	(4)	(5)
Name of creditor and complete mailing address including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed or subject to setoff	Amount of claim (if secured also state value of security)

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, [the president *or* other officer *or* an authorized agent of the corporation][*or* a member *or* an authorized agent of the partnership] named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date: November 9, 2009

Signature:



Kevin Avila, Managing Member Of LLC

(Print Name and Title)

United States Bankruptcy Court
Eastern District of California

IN RE:

Case No. 2009-40571Gumba Investors, LLCChapter 11

Debtor(s)

AMENDED SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NUMBER OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$ 7,875,000.00		
B - Personal Property	Yes	3	\$ 0.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	3		\$ 4,140,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		\$ 0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	1		\$ 0.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No				\$
J - Current Expenditures of Individual Debtor(s)	No				\$
TOTAL		12	\$ 7,875,000.00	\$ 4,140,000.00	

IN RE Gumba Investors, LLC

Debtor(s)

Case No. 2009-40571

(If known)

AMENDED SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
2053 Nelson Ave. Oroville, CA APN: 030-031-006			360,000.00	260,000.00
6539 Jack Hill Drive, Oroville, CA APN:069-250-077-000			275,000.00	220,000.00
705 Cottage Lane, Susanville, CA			750,000.00	500,000.00
827 Grand Avenue, Oroville, CA APN: 031-231-005 & 031-231-008			220,000.00	175,000.00
8824 Highway 99, Oroville, CA APN:040-130-048-000			3,000,000.00	1,100,000.00
Baldwin Avenue, Oroville, CA APN: 026-121-019-000			50,000.00	35,000.00
Dillard Court, Oroville, CA APN: 069-260-002-000			110,000.00	100,000.00
Kanaka Drive, Oroville, CA APN: 069-240-014-000			110,000.00	100,000.00
Lincoln Blvd & Mitchell Ave. Oroville, CA APN: 013-160-054-000			3,000,000.00	1,650,000.00

TOTAL 7,875,000.00

(Report also on Summary of Schedules)

IN RE **Gumba Investors, LLC**Case No. **2009-40571**

Debtor(s)

(If known)

AMENDED SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND ACCOUNT NUMBER. (See Instructions Above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. Gumbo Investors Freedom Financial 563 Brunswick Road Grass Valley, CA 95943 See Ex. 1 for additional creditors		6539 Jack Hill Drive, Oroville, CA VALUE \$ 275,000.00				220,000.00	
ACCOUNT NO. Gumbo Investors James McArthur PO Box 91472 San Diego, CA 92169		8824 Hwy 99, Oroville, CA VALUE \$ 3,000,000.00				100,000.00	
ACCOUNT NO. Gumbo Investors James Stark C/O Merchant Investments 2237 Woodside Lane #8 Sacramento, CA 95825		Lincoln Blvd & Mitchell Ave. Oroville, CA VALUE \$ 3,000,000.00				250,000.00	
ACCOUNT NO. Gumbo Investors Merchant Investments 2237 Woodside Lane #8 Sacramento, CA 95825 See Ex. 2 for additional creditors		Kanaka Drive, Oroville, CA VALUE \$ 110,000.00				100,000.00	
2 continuation sheets attached		Subtotal (Total of this page)			\$ 670,000.00	\$	
		Total (Use only on last page)			\$	\$	

(Report also on
Summary of
Schedules.)(If applicable, report
also on Statistical
Summary of Certain
Liabilities and Related
Data.)

IN RE **Gumba Investors, LLC**Case No. **2009-40571**

Debtor(s)

(If known)

AMENDED SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND ACCOUNT NUMBER. (See Instructions Above.)	CODEBATOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. Gumbo Investors Merchant Investments 2237 Woodside Lane #8 Sacramento, CA 95825 See Ex.3 for additional creditors		827 Grand Ave. Oroville, CA VALUE \$ 220,000.00				175,000.00	
ACCOUNT NO. Gumbo Investors Merchant Investments 2237 Woodside Lane #8 Sacramento, CA 95825 See Ex.4 for additional creditors		Baldwin Avenue, Oroville, CA VALUE \$ 50,000.00				35,000.00	
ACCOUNT NO. Gumbo Investors Merchant Investments 2237 Woodside Lane #8 Sacramento, CA 95825 See Ex. 5 for additional creditors		Lincoln Blvd & Mitchell Ave., Oroville VALUE \$ 3,000,000.00				1,100,000.00	
ACCOUNT NO. Gumbo Investors Merchant Investments 2237 Woodside Lane #8 Sacramento, CA 95825 See Ex.6 for additional creditors		Dillard Court, Oroville, CA VALUE \$ 110,000.00				100,000.00	
ACCOUNT NO. Gumbo Investors Merchant Investments 2237 Woodside Lane #8 Sacramento, CA 95825 See Ex. 7 for additional creditors		2053 Nelson Ave. Oroville, CA VALUE \$ 360,000.00				260,000.00	
ACCOUNT NO. Gumbo Investors Merchant Investments 2237 Woodside Lane #8 Sacramento, CA 95825 See Ex. 8 for additional creditors		8824 Highway 99, Oroville, CA VALUE \$ 3,000,000.00				1,000,000.00	
Subtotal (Total of this page)						\$ 2,670,000.00	\$
Total (Use only on last page)						\$	\$

Sheet no. 1 of 2 continuation sheets attached to
Schedule of Creditors Holding Secured Claims

(Report also on
Summary of
Schedules.)

(If applicable, report
also on Statistical
Summary of Certain
Liabilities and Related
Data.)

IN RE **Gumba Investors, LLC**Case No. **2009-40571**

Debtor(s)

(If known)

AMENDED SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND ACCOUNT NUMBER. <i>(See Instructions Above.)</i>	CODEBATOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. Gumbo Investors Merchant Investments 2237 Woodside Lane #8 Sacramento, CA 95825 See Ex. 9 for additional creditors		705 Cottage Lane, Susanville VALUE \$ 750,000.00				500,000.00	
ACCOUNT NO. Gumbo Investors William Boggs C/O Merchant Investments 2237 Woodside Lane #8 Sacramento, CA 95825		Lincoln Blvd & Mitchell Ave. Oroville, CA VALUE \$ 3,000,000.00				300,000.00	
ACCOUNT NO.		VALUE \$					
ACCOUNT NO.		VALUE \$					
ACCOUNT NO.		VALUE \$					
ACCOUNT NO.		VALUE \$					
ACCOUNT NO.		VALUE \$					
Sheet no. 2 of 2 continuation sheets attached to Schedule of Creditors Holding Secured Claims		Subtotal (Total of this page)				\$ 800,000.00	\$
		Total (Use only on last page)				\$ 4,140,000.00	\$

(Report also on
Summary of
Schedules.)(If applicable, report
also on Statistical
Summary of Certain
Liabilities and Related
Data.)

NOTE SECURED BY A DEED OF TRUST

Loan Number: 6007

Date: Wednesday, January 18, 2006

Grass Valley, California

6539 Jack Hill Drive
Oroville CA 95973

Property Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$235,000.00 (this amount will be called "principal"), plus interest, to the order of **ROBERT BOSWELL, TRUSTEE AND CONNIE SUE BOSWELL, TRUSTEE** of the **Boswell Family Living Trust Dated January 3, 1995**, as to an undivided 42.553% interest, **JANICE CLAIRE GELLER, TRUSTEE** of the **Janice Claire Geller Trust, dated June 19, 2002** as to an undivided 27.660% interest, **MELANIE I. ROSSOVICH, TRUSTEE OF THE MELANIE I. ROSSOVICH TRUST** dated 2/20/2004 as to an undivided 29.787% interest, (who will be called "Lender"). I understand that the Lender may transfer this Note. The Lender or anyone else who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder(s)."

2. INTEREST

I will pay interest at a yearly rate as described in paragraph 3 below.

Interest commences on funding, and, if paragraph 3 reflects more than one interest rate during the loan term, the rate will change on the date which is one (1) calendar month before each Payment Start Date.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

I also agree to pay interest at the rate described in paragraph 3 below on the prepaid finance charges which are a part of the principal.

3. PAYMENTS

My payments are ☒ Interest Only ☐ Fully Amortized ☐ Other

I will make my payments each month as follows:

Number of Payments	Payment Start Dates	Interest Rates	Payment Amounts
11	Starting March 20, 2006	10.500%	\$2,056.25
1	Starting February 20, 2007	10.500%	\$237,056.25

I will make these payments until I have paid all of the principal and interest and any other charges that I may owe under this Note. If on **Tuesday, February 20, 2007** (the Due Date) I still owe amounts under this Note (balloon balance), I will pay all those amounts, in full, on that date.

I will make my payments payable to **Freedom Financial Funding Inc, 10563 Brunswick Road, Suite 7, Grass Valley, CA 95945**, or at a different place if I am notified by the Note Holder or the Agent for the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) **Late Charge For Overdue Payments.** If I do not pay the full amount of each monthly payment by the end of ten calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **10.00%** of my overdue payment or U.S. \$5.00, which ever is more. I will pay this late charge only once on any late payment.

In the event a balloon payment is delinquent more than 10 days after the date it is due, I agree to pay a late charge in an amount equal to the maximum late charge that could have been assessed with respect to the largest single monthly installment previously due, other than the balloon payment, multiplied by the sum of one plus the number of months occurring since the late payment charge began to accrue.

(B) **Default.** If I do not pay any installment when due, or if I do not fully perform any obligation, covenant or agreement contained in this Note or the Deed of Trust securing this Note, then all principal and accrued interest on this Note shall become immediately due at the Lender's sole option.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(C) **Payment of Note Holder's Costs and Expenses.** If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees. A default upon any interest of any Note Holder shall be a default upon all interests.

5. BORROWER'S PAYMENTS BEFORE THEY ARE DUE - PREPAYMENT PENALTIES

Form Name: PROMISSORY NOTE SECURED BY DEED OF TRUST
Form Description: Beneficiary Vesting Statement

Loan #: 2267

Statement #1

Bosco Deli Retirement Plan, Edward Bosco Trustee as to an undivided 50.000000% interest.

A. Marvin Brooks, Trustee of the A. Marvin Brooks, M.D., Inc. Profit Sharing Trust, as to an undivided 50.0000000% interest.

EXHIBIT 2

Form Name: PROMISSORY NOTE SECURED BY DEED OF TRUST
Form Description: Beneficiary Vesting Statement

Loan #: 2260

Statement #1

Craig T. Woodbury, an unmarried man, as to an undivided .2285714286% interest.

Benjamin B. Ron and Ellen Ron, Husband and Wife, as community property, as to an undivided .7714285714% interest

EXHIBIT 3

We herewith certify this to be a true and correct copy of the original Fidelity National Title

PROMISSORY NOTE SECURED BY DEED OF TRUST
(This Note contains an Acceleration Clause)

Loan #: 2265

Date of Funding: September 18, 2006

\$ 35,000.00

Sacramento, California

September 15, 2006

In installments herein stated, for value received, the undersigned, promise to pay to:

Bosco Deli Retirement Plan, Edward Bosco Trustee

, or order, at a place that may be designated by the Beneficiary, the sum of:

Thirty Five Thousand Dollars and 00/100

with interest from the above date of funding on the unpaid principal at the rate of **11.000% per annum**, payable in **Monthly** installment of **\$320.83** beginning on **November 1, 2006**, and continuing **Monthly** thereafter until maturity, **October 1, 2007**, all sums of principal and interest then remaining unpaid shall be due and payable in full. Interest shall be calculated on a **365** day year and on an ordinary annuity calculation basis. Each payment shall be credited first to interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited.

Upon default in any payment of any installment, then the balance of this obligation shall become due immediately at the option of the Holder thereof. Principal and interest payable in lawful money of the United States of America. Except where federal law is applicable, this Note shall be construed and enforceable according to the laws of the State of California for all purposes. Time is of the essence for each and every obligation under this note.

**THE FOLLOWING PROVISIONS MAY RESULT IN THE
COMPOUNDING OF INTEREST ON YOUR LOAN**

At the option of the Beneficiary, if any payment should be insufficient to pay the interest then due, the balance of interest remaining shall be added to principal and will bear interest at the Note rate as the principal.

At the option of the Beneficiary, if any principal and/or interest installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced until the date repaid.

If this Note is not paid when due I promise to pay, in addition to the principal and interest due under this Note, all costs of collection and any actual attorney's fees incurred by the Beneficiary thereof on account of such collection, whether or not suit is filed hereon. Each Borrower consents to renewals, replacements, and extensions of time for payment hereof before, at, or at maturity; consents to the acceptance of security for this Note and waives demand, protest and any applicable statute of limitations.

Initial: _____

Page 1
EXHIBIT

4

Berlusconi

Form Name: PROMISSORY NOTE SECURED BY DEED OF TRUST
Form Description: Beneficiary Vesting Statement

Loan #: 2261

Statement #1

Louise S. Wallace, Trustee of the Louise S. Wallace Trust dated October 29, 1993, as to an undivided .0681818182% interest.

Janet L. Atwood, Trustee of the Janet L. Atwood Trust dated December 22, 2004 as to an undivided .1136363636% interest.

Lynn and Teresa Hodges 2005 Revocable Trust, as to an undivided .0909090909% interest.

Nancy K. Austin and Bill E. Cawley, husband and wife as joint tenants, as to an undivided .1000000000% interest.

Bosco Deli Retirement Plan, Edward Bosco Trustee as to an undivided .0909090909% interest.

Ronald L. Stern Accountancy Co. Profit Sharing Plan IRA Rollover FBO Ronald Stern, Kathryn T. Kilpatrick, Trustee, as to an undivided .1363636364% interest.

Paul E. Bosco and Emily N. Bosco, husband and wife, as to an undivided .0363636364% interest.

Casey K. Sternsmith, a married woman as her sole and separate property and Teresa K. Stern, an unmarried woman, as to an undivided .0454545455% interest.

A. Marvin Brooks, Trustee of the A. Marvin Brooks, M.D., Inc. Profit Sharing Trust, as to an undivided .0909090909% interest.

A. Marvin Brooks, Trustee for the Brooks Family Trust, as to an undivided .0909090909% interest.

Benjamin B. Ron, Trustee, Martin Ron Associates Profit Sharing Pension Plan, as to an undivided .1363636364% interest.

Form Name: PROMISSORY NOTE SECURED BY DEED OF TRUST
Form Description: Beneficiary Vesting Statement

Loan #: 2268

Statement #1

Bosco Deli Retirement Plan, Edward Bosco Trustee as to an undivided 50.000000% interest.

A. Marvin Brooks, Trustee of the A. Marvin Brooks, M.D., Inc. Profit Sharing Trust, as to an undivided 50.0000000% interest.

EXHIBIT 6

Form Name: PROMISSORY NOTE SECURED BY DEED OF TRUST
Form Description: Beneficiary Vesting Statement

Loan #: 2264

Statement #1

A. Marvin Brooks, Trustee for the Brooks Family Trust, as to an undivided 30.76923077% interest.

Janet L. Atwood, Trustee of the Janet L. Atwood Trust dated December 22, 2004 as to an undivided 11.53846154% interest.

Paul E. Bosco, a married man, as his sole and separate property, as to an undivided 19.23076923% interest.

George A. Lynch and Susan Sleeper Lynch, Trustees under the Lynch Trust Agreement dated March 6, 2000, as to an undivided 19.23076923% interest.

Michael and Elizabeth Lynch, a married couple as community property as to an undivided 19.23076923% interest.

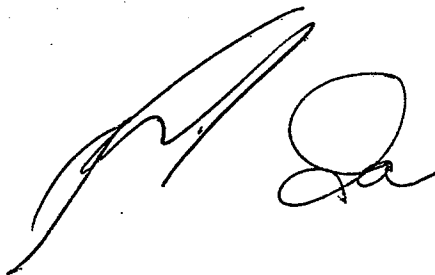
A handwritten signature in black ink, appearing to be 'M. Brooks' or similar, with a large loop and a trailing flourish.

EXHIBIT 7

Form Name: Deed of Trust With Absolute Assignment of Rents Rider

Form Description: Beneficiary Vesting

Loan #: 2283

Statement #1

A. Marvin Brooks, Trustee of the A. Marvin Brooks, M.D., Inc. Profit Sharing Trust, as to an undivided 42.50000000% interest

Pensco Trust Company Custodian FBO Harold S. Bobrow IRA Account BO1GW, as to an undivided 20.00000000% interest

Lynn and Teresa Hodges 2005 Revocable Trust, as to an undivided 10.00000000% interest

Dennis Stern Trustee of the Ilse Helen Stern 1999 Revocable Trust, as to an undivided 10.00000000% interest

Kristine J. Rogers Living Trust, dated January 29, 2002. as to an undivided 10.00000000% interest

George A. Lynch and Susan Sleeper Lynch, Trustees under the Lynch Trust Agreement dated March 6, 2000, as to an undivided 7.50000000% interest

Form Name: Deed of Trust With Absolute Assignment of Rents Rider

Form Description: Beneficiary Vesting

Loan #: 2270

Statement #1

A. Marvin Brooks, Trustee for the Brooks Family Trust, as to an undivided 30.0000% interest.

A. Marvin Brooks, Trustee of the A. Marvin Brooks, M.D., Inc. Profit Sharing Trust, as to an undivided 20.0000%.

Ilse Stern, a single woman, as to an undivided 20.000% interest.

Roxanne & Elliot Stern, Dennis and Miriam Stern, Guardians FBO Roxanne & Elliot Stern under the Uniform Gifts to Minor Act, as to an undivided 10.000% interest.

Kathryn T. Kilpatrick, Trustee Ronald L. Stern Profit Sharing Pension Plan Rollover A/C for the benefit of Ronald L. Stern, as to an undivided 20.0000% interest.

EXHIBIT 9